

JOINT RESOLUTION AND AGREEMENT OF THE TOWNSHIP OF LIVONIA AND THE CITY OF ZIMMERMAN DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF ORDERLY ANNEXATION AND CONFERRING JURISDICTION OVER SAID AREA TO THE MINNESOTA MUNICIPAL BOARD PURSUANT TO MINN. STAT. §414.0325

City of Zimmerman Resolution No. 99-05-06

Township of Livonia Resolution No. #99-3

WHEREAS, there are certain areas in the Township of Livonia ("Township") which are adjacent to the City of Zimmerman ("the City") and which are or are about to become urban or suburban in character; and

WHEREAS, the City and the Township wish to provide for orderly and planned development of such areas and to provide for city services to developing areas, and to serve the interest of public health, safety and welfare, and to protect natural waterways and wetlands; and

WHEREAS, it is in the best interest of the City and the Township and the public to provide for orderly annexation of property which is subject to this agreement ("the Property");

NOW, THEREFORE, it is hereby resolved and agreed by and between the parties:

1. The Property which is subject of this agreement is described on Exhibit A ("the Orderly Annexation Area") attached hereto and shown on the map attached as Exhibit B.

2. The Property as described in Exhibit C attached hereto shall be immediately annexed to the City, pursuant to the terms and conditions of this Agreement and with no consideration necessary by the Municipal Board. No alteration of its stated boundaries is appropriate.

3. Any other property within Orderly Annexation Area shall be annexed only upon application of all the owners of said property to both the City and Township for annexation of the property. Upon such verified application it is agreed that the property be annexed by Joint Resolution of the City and the Township contingent upon compliance with all the terms and conditions of this Joint Resolution. For any such annexation it is agreed that either the property owner or the City shall be responsible for all costs related to the annexation.

4. No property within the designated Orderly Annexation Area shall be developed or subdivided unless the property proposed for subdivision or development and all property between the subject property and the corporate city limits of the City have been annexed to the City.

a. The foregoing shall not apply to expansion of existing agricultural operations within the Orderly Annexation Area.

b. The foregoing shall not apply to construction of one single family dwelling on a parcel bearing a single tax identification number.

5. The Property in the Orderly Annexation Area shall be zoned in accordance with the Zimmerman Zoning Ordinance as follows:

a. The properties identified in Exhibit D attached hereto shall be zoned for residential uses in accordance with the Zimmerman Zoning Ordinance.

b. The properties identified in Exhibit E attached hereto shall be zoned for residential, commercial and industrial uses in accordance with the district designations of the Zimmerman Zoning Ordinance.

c. In the event, upon the request of any owner or owners of property described in Exhibits D and E, the City wishes to zone property other than as set forth in this paragraph, the City shall notify the Township identifying the property and the proposed zoning. If the Township does not make written objection within 30 days after receipt of the notice, the City may proceed with such proposed rezoning.

6. All the properties being annexed into the City which can be classified as "rural" under Minn. Stat. §272.67 shall be classified as rural and placed in a rural services district. Properties in the rural services district shall be taxed at 35% of the City's tax capacity rate, until such time as the properties are no longer rural as defined in Minn. Stat. §272.67.

7. All properties which lie between existing corporate city limits and properties annexed due to development, shall be immediately annexed and placed in the rural services district if they are not receiving City sewer and water services. Properties which lie between existing corporate city limits and property annexed shall be defined as; the minimum number of parcels, which lie in a straight line between the parcel to be annexed and the corporate limits.

8. The property identified in Exhibit F attached hereto shall be immediately annexed and shall be taxed as "rural" as set forth previously in this agreement. If and when city sanitary sewer and water services are provided to these properties, the next year's taxes after the year when services are provided shall be at the urban rate.

9. Upon annexation of any property into the City for residential development purposes the Township shall be reimbursed for lost tax revenues according to the following reimbursement formula:

a. In the year of annexation, the Township shall receive all the City share of tax revenue from the property.

b. In the first year after annexation, the Township shall receive an amount equal to 90% of the property taxes paid in the year the property was annexed.

c. In the second year after annexation, the Township shall receive an amount equal to 70% of the property taxes paid in the year the property was annexed.

d. In the third year after annexation, the Township shall receive an amount equal to 50% of the property taxes paid in the year the property was annexed.

e. In the fourth year after annexation, the Township shall receive an amount equal to 30% of the property taxes paid in the year the property was annexed.

f. In the fifth year after annexation, the Township shall receive an amount equal to 10% of the property taxes paid in the year the property was annexed.

g. The City shall have the right to make one (1) payment to the Township, as reimbursement for property taxes lost from annexed property, equal to the amount due over the 5 year schedule listed in subparagraphs a-f.

10. Upon annexation of any property into the City for commercial or industrial development purposes the Township shall be reimbursed for lost tax revenues according to one of the following reimbursement formulas:

a. In each of the first five (5) years after actual construction and operation of the facility, the Township shall receive 30% of the City share of tax revenue from the property. If the facilities are subject to tax increment financing or tax abate Agreements, the Township shall receive 30% of the City share of tax revenue for each of the five (5) years immediately following the termination of any Agreement. In the event that facilities are subject to tax increment financing or tax abate Agreements the Township may request a one time payment in lieu of the five (5) year payback as set forth in this paragraph, based upon a reasonable estimate of the amount of tax revenue due the Township notwithstanding the tax increment financing or tax abate agreement.

b. If the Township joins the City in an effort to acquire and/or develop property for commercial or industrial use, the Township shall receive in perpetuity a proportionate share of the City taxes, equal to the proportionate amount of the Township's investment. The Township shall also be responsible for a proportionate share of the maintenance expenses incurred in the jointly developed property. In the event tax increment financing or tax abatement Agreements effect the jointly developed property, the Township shall

begin receiving their proportionate share of the City taxes generated after the termination of any Agreement.

11. The area herein established for Orderly Annexation is based upon the City of Zimmerman's best estimate of needed land area up to the year 2015. The City shall not initiate, support, or approve any annexation outside of this designated area by petition, ordinance, resolution, or by any other means or method, as set forth under existing State statute or any subsequent amendment thereto, without Township approval until the year 2015. Any proposal for earlier annexation outside of the Orderly Annexation Area must be approved by the Township and must be reduced to writing and amended to this Agreement. In the event that the City does proceed to initiate, support, or approve any annexation of property from the township without Township approval, it shall pay to the Township the equivalent of ten (10) years tax revenues actually received, or which would be received absent any agreement regarding tax rebates or establishment of Tax Increment Financing, from the property improperly annexed. This provision shall be enforceable by application for injunctive relief within any Minnesota District Court, or by an action for damages, at the discretion of the Township. If there shall be any litigation under this paragraph, the prevailing party shall be awarded costs, disbursements, and reasonable attorney's fees from the other.

12. All properties in the orderly annexation area which have not been annexed prior to January 1, 2015 shall be annexed to the City on that date.

13. Assessments for municipal improvements made to property annexed shall be made in accordance with the City of Zimmerman's assessment policy which may be in effect at the time such assessments are made.

14. Ordinances such as discharge of firearms which may adversely affect properties which remain rural after annexation shall be reviewed, and amended, where appropriate so as to allow such properties to retain as near as possible the character which they had prior to annexation, as long as they remain rural.

15. Livonia Township shall be responsible for the maintenance of 253rd Avenue until such a time as one-half ($\frac{1}{2}$) of the properties within the Orderly Annexation Area abutting 253rd Avenue are annexed into the City. After one-half ($\frac{1}{2}$) of the properties within the Orderly Annexation Area abutting 253rd Avenue are annexed into the City, the Township and the City shall share equally in the maintenance of 253rd Avenue.

16. The various terms and conditions of this Agreement are separable, and if one or more of these terms and conditions are found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of the remaining terms and conditions of this agreement.

Dated: March 22, 1999

The following Board members of the Township of Livonia voted in favor of the resolution: Anderson, Sherper and Wallin

The following Board members of the Township of Livonia voted against the resolution or abstained: NONE

Whereupon the motion was declared duly passed and executed.

Dated: MAY 3, 1999

The following Council members of the City of Zimmerman voted in favor of the resolution: HANSON, LENZ, HETRICK, HASS AND WILKINSON

The following Council members of the City of Zimmerman voted against the resolution or abstained: NONE

Whereupon the motion was declared duly passed and executed.

LIVONIA TOWNSHIP

Roger Wallin
Chair, Town Board of Supervisors

Gauris Her
Town Clerk

CITY OF ZIMMERMAN

Ramffan
Mayor

Nelda Remue
City Clerk/Treasurer

EXHIBIT A

PROPERTIES SUBJECT TO ORDERLY ANNEXATION

Section 7, T34, R26

South 330 ft of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; and

North $\frac{1}{2}$ of SE $\frac{1}{4}$; and

SE $\frac{1}{4}$ of SE $\frac{1}{4}$; and

East 990 ft of SW $\frac{1}{4}$ of SE $\frac{1}{4}$; and

That part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying Southwesterly of CSAH 4.

Section 16, T34, R26

The South $\frac{1}{2}$ of Section 16 lying West of Southwesterly line of the Highway 169 Right of Way.

Section 17, T34, R26

South $\frac{1}{2}$ of Section 17.

Section 18, T34, R26

NE $\frac{1}{4}$; and

North $\frac{1}{2}$ of SE $\frac{1}{4}$; and

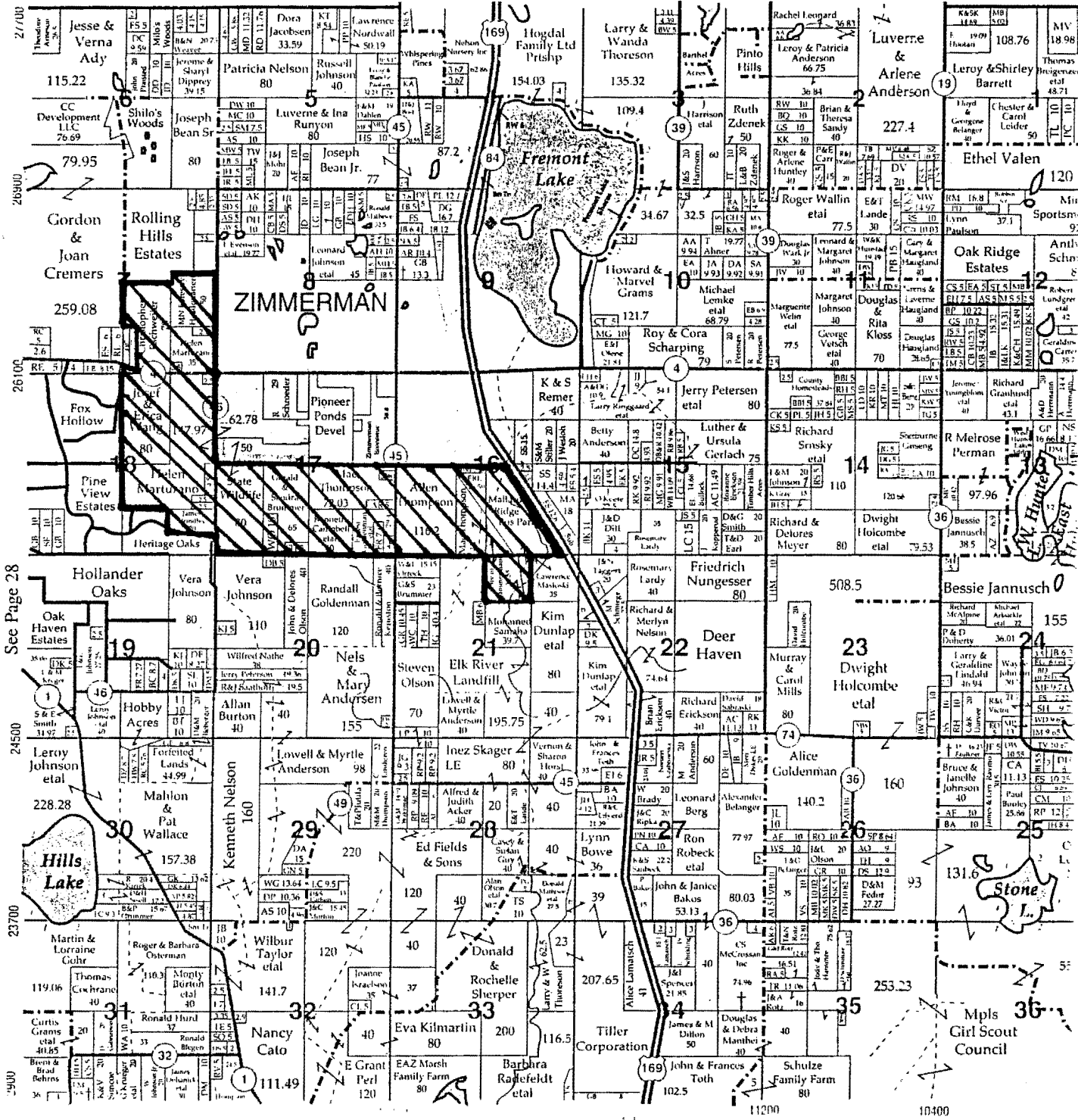
North $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$.

Section 21, T34, R 26

NW $\frac{1}{4}$ of NE $\frac{1}{4}$.

EXHIBIT B

ORDERLY ANNEXATION AREA



See Page 28

EXHIBIT C

PROPERTIES IMMEDIATELY ANNEXED

Section 16, T34, R26

The South $\frac{1}{2}$ of Section 16 lying West of the Southwestly line of the Highway 169 Right of Way and lying East of the westerly line of former Burlington Northern Rail Road Right of Way; and that part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying West of the Easterly line of the former Burlington Northern Rail Road Right of Way.

Section 17, T34, R26

North $\frac{1}{2}$ of SE $\frac{1}{4}$ except South 240 ft of East 907.60 ft of NE $\frac{1}{4}$ of SE $\frac{1}{4}$.

West $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 17.

Section 18, T34, R26

East $\frac{1}{2}$ of NE $\frac{1}{4}$ except North 300 ft of East 363 ft of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ & except West $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; and

North $\frac{1}{2}$ of SE $\frac{1}{4}$ except E 544.50 ft lying South of North 560 ft of NE $\frac{1}{4}$ of SE $\frac{1}{4}$.

Section 21, T34, R26

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 21.

EXHIBIT D

**PROPERTIES PROPOSED FOR ANNEXATION
AND ZONING AS R-1 OR R-2 RESIDENTIAL**

Section 7, T34, R26

South 330 ft of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; and
North $\frac{1}{2}$ of SE $\frac{1}{4}$; and
SE $\frac{1}{4}$ of SE $\frac{1}{4}$; and
East 990 ft of SW $\frac{1}{4}$ of SE $\frac{1}{4}$; and That part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$
lying Southwesterly of CSAH 4.

Section 17, T34, R26

South $\frac{1}{2}$ of Section 17.

Section 18, T34, R26

NE $\frac{1}{4}$; and
North $\frac{1}{2}$ of SE $\frac{1}{4}$; and
North $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$.

EXHIBIT E

**PROPERTIES PROPOSED FOR ANNEXATION AND ZONING
AS COMMERCIAL AND/OR LIGHT INDUSTRIAL USE**

Section 16, T34, R26

The South $\frac{1}{2}$ of Section 16 lying West of the Southwesterly line of
the Highway 169 Right of Way.

Section 21, T34, R 26

NW $\frac{1}{4}$ of NE $\frac{1}{4}$.

EXHIBIT F

PROPERTIES PROPOSED FOR IMMEDIATE
ANNEXATION AND TAXATION AS "RURAL"

Section 16, T34, R26

The South $\frac{1}{2}$ of Section 16 lying West of the Southwestly line of the Highway 169 Right of Way and lying East of the westerly line of the former Burlington Northern Rail Road Right of Way; and that part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying West of the Westerly line of the former Burlington Northern Rail Road Right of Way.

Section 17, T34, R26

North $\frac{1}{2}$ of SE $\frac{1}{4}$ except S 240 ft of East 907.60 ft of NE $\frac{1}{4}$ of SE $\frac{1}{4}$.

West $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 17.

Section 18, T34, R26

East $\frac{1}{2}$ of NE $\frac{1}{4}$ except North 300 ft of East 363 ft of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ & except West $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; and .

North $\frac{1}{2}$ of SE $\frac{1}{4}$ except E 544.50 ft lying South of North 560 ft of NE $\frac{1}{4}$ of SE $\frac{1}{4}$.

Section 21, T34, R26

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 21.

**TOWN OF LIVONIA
CITY OF ZIMMERMAN
COUNTY OF SHERBURNE
STATE OF MINNESOTA**

**CITY OF ZIMMERMAN RESOLUTION NO. 06-12-04
LIVONIA TOWNSHIP RESOLUTION NO. 07-01**

**JOINT RESOLUTION AND AGREEMENT OF THE TOWNSHIP OF LIVONIA
AND THE CITY OF ZIMMERMAN DESIGNATING AN UNINCORPORATED
AREA AS IN NEED OF FOR ORDERLY ANNEXATION AND CONFERRING
JURISDICTION OVER SAID AREA TO THE OFFICE OF MUNICIPAL
BOUNDARY ADJUSTMENTS, MINNESOTA DEPARTMENT OF
ADMINISTRATION AND AMENDMENT TO CURRENT JOINT RESOLUTION
AND AGREEMENT REGARDING ORDERLY ANNEXATION CITY OF
ZIMMERMAN RESOLUTION NO. 99-05-06 AND LIVONIA TOWNSHIP
RESOLUTION NO. 99-3**

WHEREAS, the Town of Livonia and the City of Zimmerman have previously entered into a Joint Resolution and Orderly Annexation Agreement affecting certain properties lying south and west of the City of Zimmerman, said Joint Resolution identified as City of Zimmerman Resolution No. 99-05-06 and Township of Livonia Resolution No. 99-3 dated March 22, 1999 and May 3, 1999 and on file and of record at the Office of Municipal Boundary Adjustments, Office of Administration; and

WHEREAS, the City has requested an Agreement covering certain properties lying generally north of the municipal boundaries of the City of Zimmerman and the Town of Livonia has agreed to enter into an Agreement regarding annexation of that area; and

WHEREAS, the Town Board believes that both the existing Orderly Annexation Agreement and this Agreement should have the same termination date; and

WHEREAS, the Town Board also believes that the decision as to whether or not to be annexed to the City should be left as much as possible to affected Township residents.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **AREA OF ORDERLY ANNEXATION AGREEMENT.** The Agreement affects all of that area depicted on Exhibit A and legally described on Exhibit A-1.
2. **AUTHORITY.** The Agreement between the City and Township is entered into under the authority of Minnesota Statute 414.0325 and as a contractual obligation of both City and Township. The contract is a binding Agreement between the parties pursuant to Minnesota Statute 414.0325, Subdivision 6 and relevant case law.
3. **PROCEDURE.** Annexation of properties within the Designated Area shall proceed from a petition of all of the property owners of any certain parcel. Said petition shall describe the land to be annexed and shall state for what purpose the property is to be annexed. A copy of the petition shall be submitted simultaneously to both the City and Township.
 - A. In the event that the property is being annexed for the purpose of residential, institutional, commercial or industrial development, the petitioning property owner shall meet with the Town Board as soon as practicable after submission of the petition and shall submit a concept plan to the Town Board done in sufficient detail so that the Town Board can determine what issues raised under this Agreement are affected as related to the specific site. All reasonable costs incurred by the Township in reviewing and commenting on the concept plan shall be borne by the applicant.
 - B. In the event of annexation for proposed residential, institutional, industrial or commercial development the petitioner shall also provide to the Town Board any relevant information that would affect Town roads nearby or adjacent to the proposed annexation.
 - C. In the event of annexation for proposed residential, institutional, industrial or commercial development the petitioner shall also provide the Township relevant information regarding the affect of the proposed development of drainage and/or wetlands within and around the development site, as well as information addressing Township concerns regarding buffering of certain areas.
 - D. Based upon the information received the Township shall provide a written report to the City regarding the proposed development which shall include reasonable conditions to avoid or mitigate any potential problems relating to the conditions of paragraphs 3.B, 3.C, and 12.
 - E. Upon review of the report the City shall respond to the Township indicating specific conditions to be placed upon the annexed development at the time of any City development approval required. The City will agree in writing to impose these conditions on the property after

annexation, and the conditions shall be included in a Joint Resolution for annexation of the property.

- F. When all conditions for annexation of the property have been satisfied by proposed City conditions, and the Township has actually received any compensation as set forth in this Agreement the Township shall approve a Joint Resolution for Annexation of the property.

4. **COMPENSATION.** In lieu of statutory requirements for compensation to the Township for lost tax revenue, the city and Township agree that the Township will be compensated for property annexed for residential development at the rate of \$500.00 per gross acre of land annexed. The \$500.00 per acre residential rate is effective as of the date of adoption of this Joint Resolution and is to be adjusted upward yearly on or about January 1, based upon the rate of inflation from the previous year. Any property annexed for purposes of commercial or industrial development will pay \$1,000.00 per gross acre annexed effective as of the date of adoption of this Joint Resolution and is to be adjusted upward yearly on or about January 1 based upon the rate of inflation from the previous year. No specific action need be taken by the Township to effectuate the yearly adjustment. Any land annexed within the Institutional guided areas which is requesting annexation for school purposes shall not be required to pay a fee. However, if land is proposed for annexation for an Institutional use other than a school, the Township, upon review of the proposed use, may determine that a \$500.00 per acre, or as adjusted, fee may be required.
5. **ZONING WITHIN DESIGNATED AREA.** The City agrees to amend its Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance to guide the property within the Designated Area to conform to the zoning of the annexed property as shown in Exhibit B. Any property annexed into the City as a result of this Agreement shall conform to the uses established in Exhibit B. The City agrees not to rezone any property shown in Exhibit B after annexation so as to not comply with the uses shown therein without amendment to this Agreement. The uses included in Exhibit B are those allowed under the City of Zimmerman Zoning Ordinance in effect on the date of adoption of this Agreement. The City of Zimmerman shall provide written notice to the Town of any proposed amendment to the City of Zimmerman's Comprehensive Plan, Subdivision Ordinance or Zoning Ordinance which would change uses under any referenced zoning district in the Designated Area included in this Agreement. Any Amendment or change in the zoning of the property within the Designated Area following the adoption of this Agreement shall not be effective until such change in zoning of property within the Designated Area has been approved by both the City of Zimmerman and the Town of Livonia through written amendment of this Agreement.
6. **PARK AND TRAIL FEE CREDIT.** The City acknowledges that the Township will not receive substantial Park Fees from properties as they develop due to potential annexation into the City. In light of this, the City agrees to credit the Township in the amount of \$187,200.00 for lost park and trail fees. In order to

provide a period of time for the City to actually collect park and trail funds to meet the credit obligation said obligation will be limited over a period of three years as follows; within the first year after execution of this Agreement the City's obligation to provide credit shall be limited to \$50,000.00, within the second year after execution of the Agreement the City's obligation to provide credit shall be limited to \$118,000.00, and within the third year after execution of this Agreement and thereafter the City's obligation to provide credit shall be \$187,200. Said credit is to be utilized only for the purpose of covering a portion of, or all of, the Township obligation in the event that Independent School District No.728 constructs a school facility within the designated area and enters into a Joint Powers Agreement with the Township and the City for construction and/or operation and maintenance of joint park and/or recreational facilities.

7. **AGRICULTURAL OPERATIONS.** In the event that any property with an existing agricultural use within the designated area is annexed into the City, the City agrees that such use may be continued indefinitely as long as the use is not changed or expanded. The existing agricultural use shall be considered a pre-existing legal non-conformity if annexed and included in a zoning district that does not allow such agricultural uses.
8. **HOOKUP TO CITY SANITARY SEWER AND WATER FACILITIES.** The City agrees that any property within the Designated Area which is annexed into the City and is currently served with a septic system and well shall not be forced to hookup to City sanitary sewer and/or water services until such time as the property owner requests such a connection. The City may require hookup in the event of a failure of the septic system or contamination of a well.
9. **ADDITIONAL HOOKUP CHARGE WITHIN DESIGNATED AREA.** The City has invested certain funds in order to extend sanitary sewer and water services to the designated area. These costs normally would have been assessed to all benefited properties at the time of construction. No assessment could be done for properties within the Designated Area at the time of construction since they were outside the jurisdiction of the City. In order that said infra-structure costs are recouped by the City at the time of annexation and development of properties within the Designated Area a one time additional Residential Equivalency Charge (REC) will be charged against each property for each unit provided with sanitary sewer and water hookup. The additional REC charge shall be \$2,500.00 per residential equivalent unit. The amount of the additional REC charge may be adjusted yearly on January 1 based upon the rate of inflation from the preceding year. The number of units to be charged will be calculated based upon the City's standard calculations for hookup in place at the time of actual application for hookup. Except for the above mentioned additional REC charges, all other fees paid by owners of property annexed into the City shall conform with fees paid City wide at the time service is delivered.

10. **SHARED ROADWAYS.** The City and Township will negotiate road maintenance agreements for 253rd, 269th, 273rd and 136th Streets satisfactory to both parties. Any proposed residential, industrial, commercial or institutional development that will impact Town Roads will require agreed upon conditions to alleviate any traffic, repair, or maintenance problems as determined by the Town Board prior to the Township executing a Joint Resolution for annexation of the property.
11. **NO FORCED ANNEXATION OF INTERVENING OR OTHER PROPERTIES.** The Township has indicated that its policy is that only parties seeking annexation will be annexed. Therefore, no intervening or abutting properties will be required to be annexed to the City at the time of a particular petition, even if the intervening property is needed for the delivery of services to an isolated parcel. It is the responsibility of the City to acquire needed easements to deliver services and to absorb any costs related to delivery of services over areas not yet annexed to the City. It is understood by both parties that this Agreement may result in various properties remaining as "islands" of Township within the City, and that the City is agreeing not to assert any statutory right to annex these properties.
12. **BUFFER AREAS.** The Concept Plan required by Paragraph 3 of this Agreement shall also contain provisions for buffering acceptable to the Township in those areas depicted on Exhibit C which is attached hereto. Buffering requirements shall be included in the Joint Resolution approving the annexation as well as in any development approval by the City.
13. **PENALTIES.** The Agreement is a binding agreement between the City and Township pursuant to Minnesota Statute 414.0325, Subdivision 6. This Agreement and the previous Joint Resolution and Orderly Annexation Agreement, City of Zimmerman Resolution No. 99-05-06 and Livonia Township No. 99-3 , are the exclusive means of annexation between City and Township and the City agrees that it will not use other statutory procedures to annex property outside of the areas designated in the two Agreements. In the event that City annexes property in violation of this Agreement or annexes property into the City and then approves a use of the property not consistent with this Agreement and the Concept Plan, the Township may pursue any legal or equitable remedy available to it at law to stop or reverse any noncompliant annexation. In the event that a court, or any other body charged to hear the case, determines that the City has, in fact, violated the Agreement the Township is entitled to detachment of the property from City to Township and recovery of all fees, costs and expenses, including attorney's fees, expended by the Township. In the event that a Court or any other body charged to review the case, determines that the City has not violated the agreement and that the property was lawfully annexed, the City shall be entitled to recovery of all fees, costs and expenses, including attorney's fees, expended by the City. Further, in the event that the City violates the agreement by annexing property not included in the Agreement or contrary to the Agreement

the Township shall be entitled to twice the amount of compensation that it would normally receive under this Agreement as a penalty for the annexation, whether or not the property remains in the City or is detached back into the Township.

14. MODIFICATION OF AGREEMENT. The Agreement may only be modified by approved and signed Resolution of both parties.

15. MODIFICATION OF TERM OF PREVIOUS AGREEMENT. The term of the previous Agreement, set forth in Paragraph 12 of the Joint Resolution for Orderly Annexation between the City of Zimmerman and Livonia Township, City of Zimmerman Resolution No. 99-05-06 and Livonia Township Resolution No. 99-3 is hereby extended to terminate at the same time as this Agreement terminates, December 31, 2020. All other terms and conditions of the Previous Agreement remain in effect.

16. TERM OF AGREEMENT. This Agreement shall be binding on the parties and shall terminate on December 31, 2020 unless modified or amended.

APPROVED this 26th day of February, 2007 by the Town Board of Supervisors of Livonia Township.

IN FAVOR: Berg, Hewitt, Sherper, Wallin Kerr Absent

OPPOSED: NONE

LIVONIA TOWNSHIP

Don Sherper
Don Sherper, Chair

Lila Spencer
Lila Spencer, Town Clerk

CITY OF ZIMMERMAN

CITY OF ZIMMERMAN

APPROVED this 4th day of **December**, 2006 by the City Council of the City of Zimmerman.

IN FAVOR: Earenfight, Brisbin and Michels.

OPPOSED: Kowalski.

ABSENT: Wilson.


David Earenfight, Mayor


Randy Piasecki, Interim City Administrator

EXHIBIT A-1

RECEIVED BY
G.A.M.B.

MAR 23 2007

Legal Descriptions – Orderly Annexation Area

Section 4

The Southwest Quarter (SW $\frac{1}{4}$) of Section 4, lying west of the westerly TH 169 right of way, and except that part platted as “Bost Acres”; all located in Section 4, Township 34, Range 26, Sherburne County, Minnesota.

Section 5

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$); the Northwest Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), excepting the part platted as “The Pines”; the South Half of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$); the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$); and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$); all located in Section 5, Township 34, Range 26, Sherburne County, Minnesota.

Section 8

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of the NW $\frac{1}{4}$); the North Half of the Southwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of the NE $\frac{1}{4}$); the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$); the North Half of the Southeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); and the East Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$); all located in Section 8, Township 34, Range 26, Sherburne County, Minnesota.

Section 9

The North Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$), lying west of the westerly TH 169 right of way; and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$), except that part platted as “Registered Land Survey No. 28”; all located in Section 9, Township 34, Range 26, Sherburne County, Minnesota.

**EXHIBIT A
ORDERLY ANNEXATION AREA-BOUNDARY MAP**

REC'D BY
MMB

MAR 23 2007



LEGEND

 PROPOSED ANNEXATION AREA

 SECTION LINE

9 SECTION NUMBER


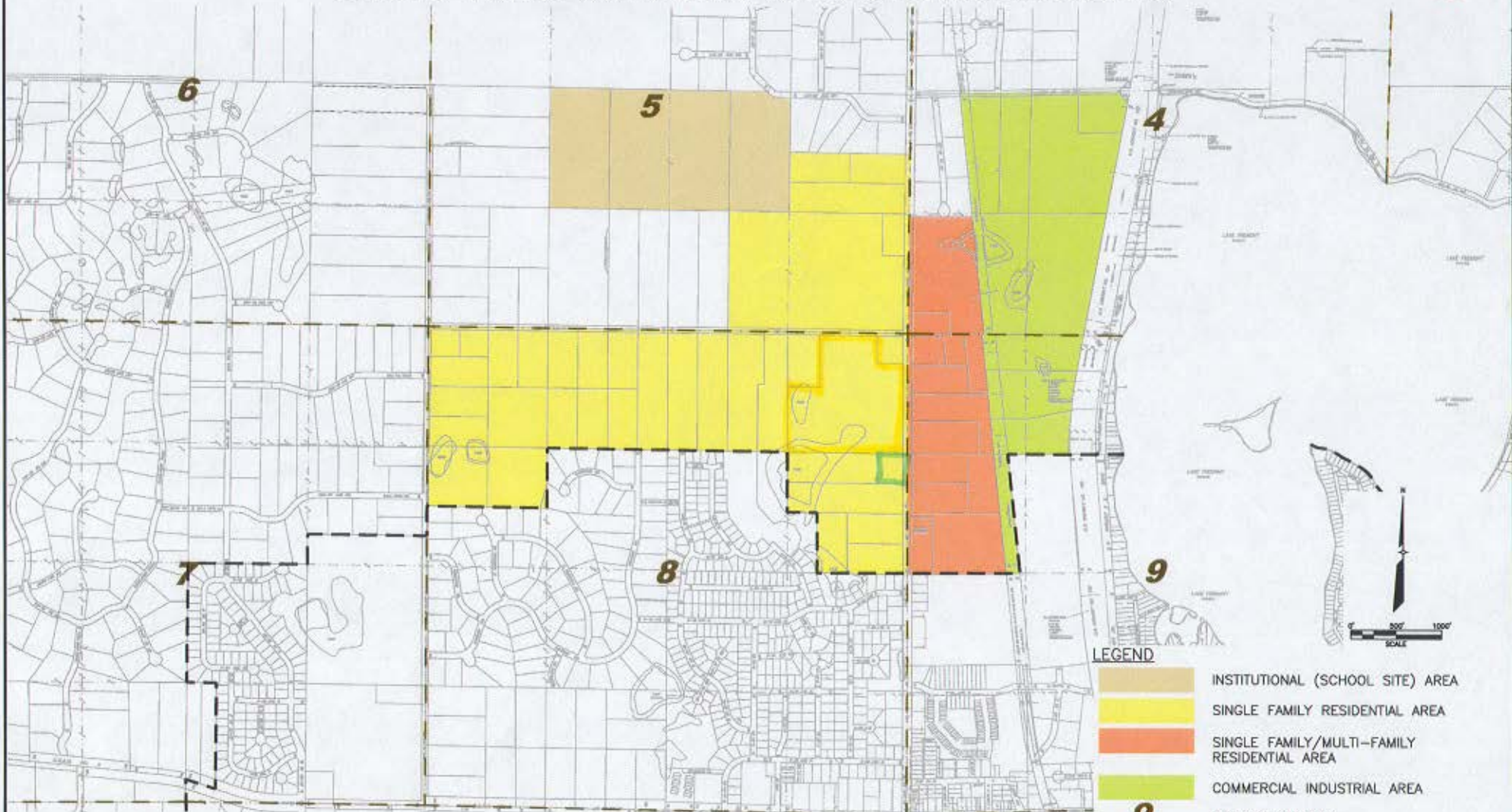
 CORPORATE LIMITS

EXHIBIT B ORDERLY ANNEXATION AREA-PROJECTED LAND USES

REC'D BY
MMI MAR 23 2007



- LEGEND**
- INSTITUTIONAL (SCHOOL SITE) AREA
 - SINGLE FAMILY RESIDENTIAL AREA
 - SINGLE FAMILY/MULTI-FAMILY RESIDENTIAL AREA
 - COMMERCIAL INDUSTRIAL AREA
 - 9** SECTION NUMBER
 - SECTION LINE
 - CORPORATE LIMITS

EarthTech
A Tyco International Ltd. Company

CITY OF ZIMMERMAN

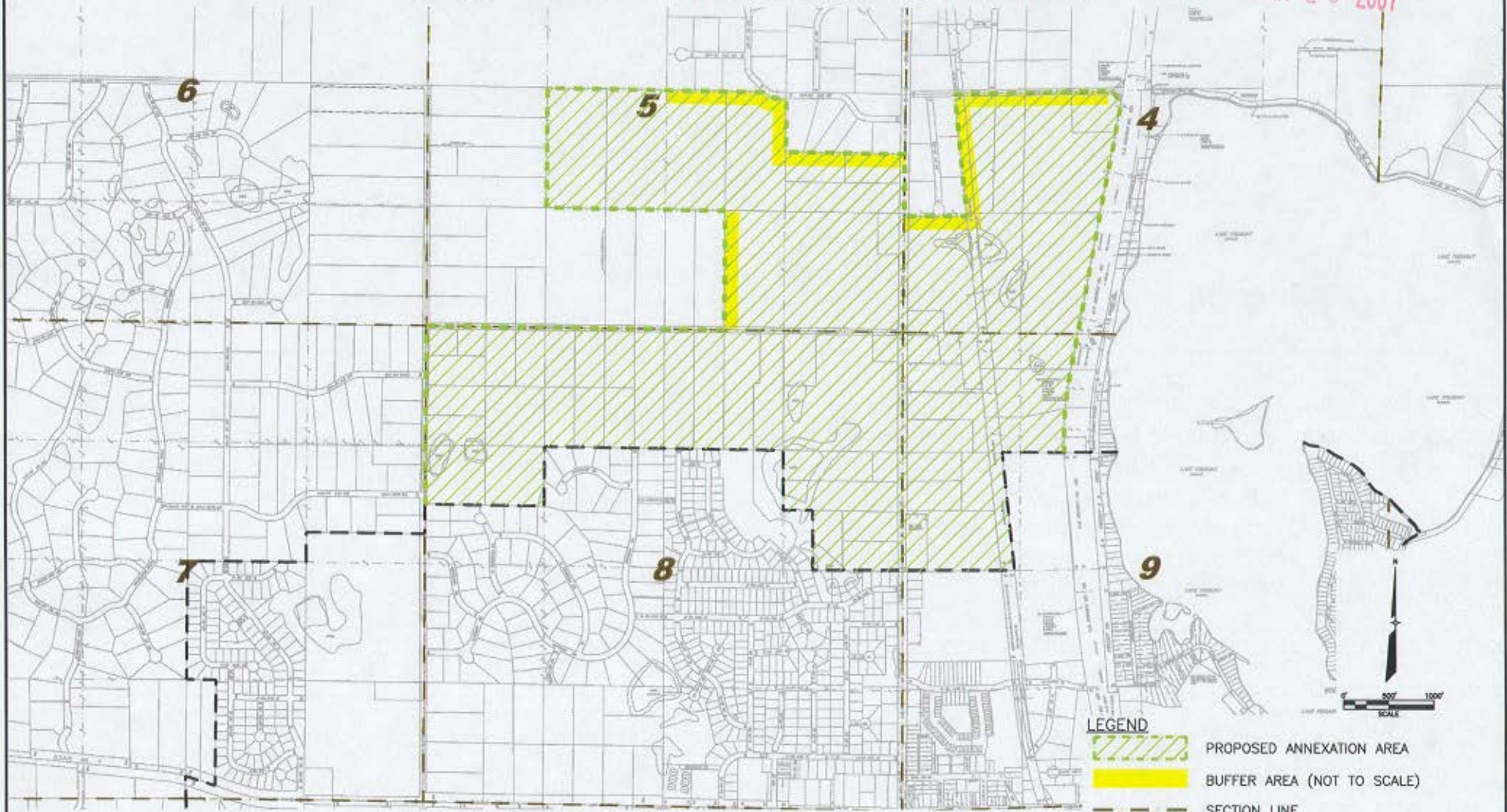
REVISED ON: 10/18/2006

= OA - 1322 - 1
 = DA - 1322 - 2





EXHIBIT C ORDERLY ANNEXATION AREA-BUFFER AREAS

REC'D BY
M M 3

MAR 23 2007



LEGEND

-  PROPOSED ANNEXATION AREA
-  BUFFER AREA (NOT TO SCALE)
-  SECTION LINE
- 9** SECTION NUMBER
-  CORPORATE LIMITS